

Margaret M. Fox

pfox@mcnair.net  
T (803) 799-9800  
F (803) 753-3278

October 17, 2012

Ms. Jocelyn Boyd  
Chief Clerk and Administrator  
South Carolina Public Service Commission  
Synergy Business Park, The Saluda Building  
101 Executive Center Drive  
Columbia, South Carolina 29210

Re: Amendment No. 1 to the Wireless Interconnection and Compensation  
Agreement By and Between Horry Telephone Cooperative, Inc. and  
Sprint Spectrum, L.P.  
**Docket No. 2010-31-C**

Dear Ms. Boyd:

Enclosed for filing is Amendment No. 1 to the Wireless Interconnection  
and Compensation Agreement By and Between Horry Telephone Cooperative,  
Inc. and Sprint Spectrum, L. P.

Thank you for your assistance.

Very truly yours,

McNAIR LAW FIRM, P.A.



Margaret M. Fox

MMF:rwm  
Enclosure

cc: Jamie G. Ponder, Horry Telephone Cooperative, Inc.

McNair Law Firm, P. A.  
1221 Main Street  
Suite 1600  
Columbia, SC 29201

Mailing Address  
Post Office Box 11390  
Columbia, SC 29211

mcnair.net



**AMENDMENT NO. 1 TO THE  
WIRELESS INTERCONNECTION AND COMPENSATION AGREEMENT  
BY AND BETWEEN  
HORRY TELEPHONE COOPERATIVE, INC. AND SPRINT SPECTRUM L.P.**

This is an Amendment ("Amendment") to the Wireless Interconnection and Compensation Agreement by and between Horry Telephone Cooperative, Inc. ("Horry") and Sprint Spectrum L.P. ("Sprint"), jointly the "Parties."

**RECITALS**

WHEREAS, the Parties, or their predecessors in interest, previously entered into a Wireless Interconnection and Compensation Agreement ("Original Agreement"), pursuant to 47 U.S.C. §§ 251 and 252, effective January 1, 2001; and

WHEREAS, On November 18, 2011, the Federal Communications Commission ("FCC") issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208 as amended (the "USF/ICC Transformation Order"); and

WHEREAS, the Original Agreement contains a "change in law" provision that authorizes the Parties to amend the Agreement to comport with a change in law.

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**AGREEMENT**

**A. Definitions**

1. "Bill-and-Keep" arrangements are those in which carriers exchanging telecommunications traffic do not charge each other for specific transport and/or termination functions or services as defined in 47 C.F.R. § 51.713.
2. "InterMTA Traffic" means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates in one Major Trading Area ("MTA"), as defined in 47 C.F.R. § 24.202(a), and terminates in another MTA.
3. "Non-Access Telecommunications Traffic" (IntraMTA Traffic) means telecommunications traffic exchanged between a LEC and a CMRS provider that, at the beginning of the call, originates and terminates within the same MTA.

**B. Amendment Terms**

1. Pursuant to the FCC's USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, Bill-and-Keep shall be the compensation methodology for Non-Access Telecommunications Traffic exchanged between Horry and Sprint.



2. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties. Notwithstanding the foregoing, if by any decision, order or determination of any judicial or regulatory authority with jurisdiction over the subject matter hereof, any portion of the USF/ICC Transformation Order is reversed or remanded, then the Parties agree to comply with all requirements of the applicable decision, order or determination. The Parties acknowledge that such an order might vacate the USF/ICC Transformation Order or render it void *ab initio*, and might provide that change in law amendments (like this Amendment) are void. In the event of such an order, the Original Agreement and per-minute of use rate contained therein shall be applied in lieu of bill-and-keep. If the Parties have already moved to bill-and-keep, and the order provides for the reinstatement retroactively, then the Parties will apply such rate(s) retroactively back to the effective date of this amendment or the date of the court ordered stay, vacatur or other modification or clarification, as required by said order.
3. InterMTA Traffic – The Parties agree that traffic that is directly or indirectly delivered, may be rated and recorded as IntraMTA Traffic, but may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to the terms of the Original Agreement.
  - 3.1 Recognizing that Horry does not have a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Amendment, to maintain the existing InterMTA Factor of the Original Agreement at this time.
  - 3.2 Further, the Parties agree that the Original Agreement and this Amendment are intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of Sprint's customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.
4. In accordance with FCC Rule 47 C.F.R. §51.709(c), for Non-Access Telecommunications Traffic exchanged between Horry and Sprint, Horry will be responsible for "Transport" (as defined in 47 C.F.R. §51.701(c)) to Sprint's interconnection point when it is located within Horry's service area. When Sprint's interconnection point is located outside Horry's service area, Horry's Transport and provisioning obligation stops at its meet point and Sprint is responsible for the remaining Transport to its interconnection point.
5. Call Signaling. Sprint and Horry shall comply with all FCC rules regarding call signaling, including those set forth in the USF/ICC Transformation Order.




6. Updated Contacts:


<b>Horry Telephone Cooperative, Inc.</b>  <u>For Official Notices:</u>  Jamie Ponder, Interconnection & Industry Affairs Manager Horry Telephone Cooperative, Inc. 3480 Hwy. 701 N P.O. Box 1820 Conway, SC 29528 Phone: 843-369-8640 Fax: 843-365-1999  <u>For Billing:</u>  Industry Affairs Horry Telephone Cooperative, Inc. 3480 Hwy. 701 N P.O. Box 1820 Conway, SC 29528 Phone: 843-369-8640 Fax: 843-365-1999	<b>Sprint Spectrum L.P.</b>  <u>For Official Notices:</u>  Sprint Manager, Carrier Interconnection KSOPHE0102-1D218 6360 Sprint Parkway Overland Park, KS 66251  KSOPHA0310-3B268 (overnight delivery) 6330 Sprint Parkway Overland Park, KS 66251 Phone: 913-762-4847  With a copy to:  Sprint Legal/Telecom Management Group KSOPHE0312-3A318 6360 Sprint Parkway Overland Park, KS 66251  <u>For Billing:</u>  Sprint Nextel Access Verification KSOPHL0412-4A309 P.O. Box 7942 Overland Park, KS 66207-0942
--	---

7. This Amendment shall be effective July 1, 2012.
8. This Amendment shall remain effective as long as the Original Agreement remains effective between the Parties, subject to future changes in law.
9. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
10. Except as expressly set forth herein, the terms and conditions of the Original Agreement shall remain in full force and effect without change.



IN WITNESS THEREOF, The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

<b>Sprint Spectrum L.P.</b>	
By:	
Name:	Rick D. Ratliff
Title:	Director, Switched Access Planning
Date:	10/5/12

<b>Horry Telephone Cooperative, Inc.</b>	
By:	
Name:	Bill Rabon
Title:	Director, Interconnection and Industry Affairs
Date:	10-10-12